

INVITATION TO BID ANNUAL CONTRACT

SEALED BIDS will be received by the PURCHASING DIVISION of the CITY OF BATON ROUGE, EAST BATON ROUGE PARISH until 11:00 am CST, 3/07/2023 at the location shown below.

TITLE: Annual Contract A23-0606 for FIREFIGHTING HELMETS and BOOTS



FILE NO: 23-0606

AD DATES: 2/16/2023 & 2/23/2023

RETURN BID TO:
PURCHASING DIVISION

Physical Address:

222 St. Louis Street

8th Floor Room 826

Baton Rouge, LA 70802

****NOTE: U.S. Postal Regular & Expedited Mail do not deliver to our physical address; delays may occur due to City Parish Mailroom processing**

**SHIP TO ADDRESS: BATON ROUGE FIRE DEPT.
8011 Merle Gustafson
Baton Rouge, LA 70807**

Contact Regarding Inquiries:

Purchasing Analyst : **Arvin F. Jones**

Telephone Number: **225-389-3259 x 3267**

Email: afjones@brla.gov

VENDOR NAME	MAILING ADDRESS
REMIT TO ADDRESS	CITY, STATE, ZIP
TELEPHONE NO. FAX NO.	E-MAIL
FEDERAL TAX ID OR SOCIAL SECURITY NUMBER	TITLE
AUTHORIZED SIGNATURE (Required)	PRINTED NAME

TO BE COMPLETED BY VENDOR:	CONTRACTORS LICENSE IF APPLICABLE _____
1. _____ STATE DELIVERY DAYS MAXIMUM AFTER RECEIPT OF ORDER.	
2. _____ % discount for payment made within 30 days. Discount for payment made in less than 30 days, or less than 1%, or applicable to an indefinite quantity contract will be accepted but not an award consideration.	

Bidders should acknowledge all addenda and the date received.
The Bidder acknowledges receipt of the following issued ADDENDA

No.	Date:	No.	Date:	No.	Date:	No.	Date:
No.	Date:	No.	Date:	No.	Date:	No.	Date:

F.O.B.: DESTINATION - PAYMENT TERMS: NET 30

ALL BLANKS ON THIS PAGE SHOULD BE COMPLETED TO AVOID REJECTION OF BID

The signature on this document certifies that proposer has carefully examined the instructions to bidders, terms and specifications applicable to, and made a part of this solicitation. By submission of this document, proposer further certifies that the prices shown are in full compliance with the conditions, terms and specifications of this solicitation. Bid must be signed in the designated space above and by person authorized to sign for bidder.

No alterations, changes or additions are allowed on this solicitation, and no additional information, clarifications or other documents are to be included unless specifically required by the specification. Any errors in extensions of prices will be resolved in favor of unit prices submitted.

If services are to be performed in East Baton Rouge City-Parish, evidence of a current occupational license and/or permit issued by the City-Parish shall be supplied by the successful vendor, if applicable.

INSTRUCTIONS TO BIDDERS/TERMS & CONDITIONS FOR ANNUAL CONTRACTS

Bidders are urged to promptly review the requirements of these specification, terms and conditions and submit questions for resolution as early as possible during the bid period. Questions or concerns must be submitted in writing to the purchasing division during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications, terms and conditions are clear and that competitive bids may be obtained as specified herein. Protests with regard to the specification, terms and conditions documents will not be considered after bids are opened.

1. Read the entire bid, including all terms and conditions and specifications.
2. This proposal is to establish firm prices for materials supplies and services for the contract period to be determined. Delivery shall be made or services provided as needed throughout the contract period, or as required by the specification. Quantities, if shown, are estimated only. Smaller or larger quantities may be purchased based upon the needs of the City-Parish. There is no guaranteed minimum quantity.
3. The contract shall be firm through the one year period. Upon agreement of both the contractor and the City - Parish, the contract may be extended a second or a third year or other shortened specified time periods. Extension of the contract into the second or third time periods shall be made by letter on or before the expiration of the contract. Extension is only possible if all prices and conditions remain the same.
4. Proposals are mailed only as a courtesy. The City - Parish does not assume responsibility for failure of bidders to receive proposals. Bidders should rely only on advertisements in the local newspaper, and should personally pick up proposals and specifications. Full information may be obtained, or any questions answered, by contacting the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802 or by calling (225) 389-3259.
5. The contract title, bidder's name, address and bid opening date should be clearly printed or typed on the outside of the bid envelope. Only one bid will be accepted from each bidder for the same job. Alternates will not be accepted unless specifically requested in the proposal. Submission of more than one bid or alternates not requested may be grounds for rejection of all bids by the bidder.
6. The method of delivery of bids is the responsibility of the bidder. All bids must be received by the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802 on or before the specified bid opening date and time. Late bids will not be considered under any circumstances. **NO FAXED OR EMAIL BIDS WILL BE ACCEPTED.**
7. Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the city has determined the contractor to be in default, the city reserves right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
8. Except for bids submitted through the www.centraauctionhouse.com on-line bidding site, bids shall be accepted only on proposal forms furnished by the City of Baton Rouge and Parish of East Baton Rouge Purchasing Division. The City- Parish will only accept bids from those bidders in whose names the proposal forms and/or specifications were issued. Altered or incomplete proposals, or the use of substitute forms or documents, shall render the bid non-responsive and subject to rejection. The entire proposal package, including the specifications and copies of any addenda issued shall be submitted to the Purchasing Division as the bid.
9. All proposals must be typed or written in ink. Any erasures, strikeover and/or changes to prices should be initialed by the bidder. Failure to initial may be cause for rejection of the bid as non-responsive.

10. All proposals must be manually signed by a properly authorized party. Failure to do so shall cause the bid to be rejected as non-responsive.
11. Where one or more vendor's exact products or typical workmanship is designated as the level of quality desired or equivalent, the Purchasing Division reserves the right to determine the acceptability of any equivalent offered.
12. If bidding other than specified, sufficient information should be enclosed with the bid in order to determine quality, suitability, and compliance with the specifications. Failure to comply with this request may eliminate your bid from consideration. If requested, literature and/or specifications must be submitted within seven (7) days.
13. Written addenda issued prior to bid opening which modifies the proposal shall become a part of the proposal for bid, and shall be incorporated within the purchase order and/or contract. Only a written interpretation or correction by Addendum shall be binding. Bidders shall not rely upon any interpretation or correction given by any other method.
14. For Printing solicitations, artwork, dies and/or molds shall become the property of the City - Parish Government and must be returned to the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802, upon completion of the order.
15. All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. Bidders must submit product label, material safety data sheet and EPA registry number with bid. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause for the bid to be rejected or the contract canceled.
16. Delivery of items must be made on time to City - Parish final destinations within East Baton Rouge Parish. All freight charges shall be prepaid by vendor.
17. The City - Parish reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.
18. The State of Louisiana Code of Governmental Ethics places restrictions on awarding contracts or purchase orders to persons who are employed by any agency of the City - Parish Government, or any business of which he or his spouse has more than a twenty-five percent (25%) interest. The Code also prescribes other restrictions against conflict of interest and establishes guidelines to assure that appropriate ethical standards are followed. If any question exists regarding potential violation of the Code of Ethics, bidders should contact the Purchasing Division prior to submission of the bid. Any violation of the Code of Ethics shall be grounds for disqualification of bid or cancellation of contract.
19. All Prices bid shall remain in effect for a period of at least sixty (60) days. City - Parish purchases are exempt from state and local taxes.
20. The City - Parish reserves the right to terminate this contract prior to the end of the contract period on twenty-four (24) hours written notice for unsatisfactory performance. Termination under this paragraph shall not relieve either party of any obligation or liability that may have occurred prior to the effective date of termination.
21. In accordance with Louisiana Revised Statutes, a preference may be allowed for equivalent products produced, manufactured or grown in Louisiana and/or firms doing business in the State of Louisiana. Do you claim this preference if allowed?

YES____NO____. If this preference is claimed, attach substantiating information to the proposal to show the basis for the claim.
22. Right To Audit Clause: The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract.

23. In accordance with the provisions of LA. R.S. 38:2212.9, in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or ***Nolo Contendere*** to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.
24. In accordance with Louisiana Law (R.S. 12:262.1 and 12:1308.2), all corporations and limited liability companies must be in good standing with the Louisiana Secretary of State at the time of execution of the contract.
25. Terms and Conditions: This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in their bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana as required by Louisiana Law.
26. Certification of no suspension or debarment. By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the general services administration (GSA) in "Audit Requirements In subpart F of the Office of Management and Budget's uniform administrative requirements, cost principles, and audit requirements for federal awards" (Formerly OMB circular a-133).
- A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>.
27. Bid prices shall include delivery of all items F.O.B. destination or as otherwise provided. Bids containing "Payment in Advance" or "C.O.D. requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
28. Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the Purchasing Division during normal working hours. Written bid tabulations may be accessed at: <http://city.brla.gov/dept/purchase/bidresults.asp>.
29. Contractor agrees, upon receipt of written notice of a claim of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the city, its agents and employees from and against all claims and actions for bodily injury, death or property damages caused by fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees, however the contractor shall have no obligation as set forth with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the City, its officers, its agents, or its employees.
30. Vendors submitting signed bids agree to EEOC compliance and certify that they agree to adhere to the mandates dictated by Title VI and VII of the Civil Right Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

31. The City of Baton Rouge, Parish of East Baton Rouge launched a new Enterprise Resource Planning (ERP) system, Vendor Self Service (VSS) via Munis. VSS replaced the legacy vendor database and will be used by all departments and agencies citywide.

Vendor Self-Service (VSS) enables vendors to register and maintain information about their organization for the purpose of doing business with City-Parish and receive notifications of business opportunities. The City-Parish procurement activities are subject to the State of Louisiana Public Bid Law, local city-parish ordinances as well as applicable federal statutes as directed by grant providers. Vendors must be registered to receive bid notifications.

New vendors or existing vendors who need to create a VSS account can do so clicking the Registration link at <http://brla.gov/vss>. Vendors are encouraged to review the step by step <https://www.brla.gov/DocumentCenter/View/4899/Vendor-Self-Service-Registration-Guide-PDF> before beginning the registration process which may be assessed at <https://www.brla.gov/DocumentCenter/View/4899/Vendor-Self-Service-Registration-Guide-PDFide>.

Additional information regarding how to do business with EBR City-Parish is available at: <https://www.brla.gov/DocumentCenter/View/678>.

We also post our scheduled bid openings, as well as unofficial bid tabulations after the bids have opened at <http://city.brla.gov/dept/purchase/bids.asp>.

Note: Commodity codes are required for setting up your profile. These numbers tell us what commodities and services that you can provide. When agencies request products or services, our buyers pull directly from these numbers to send out solicitations, bids, and quotes. The first 3 numbers are the class numbers; the subclasses are two digit numbers that better describe the commodity or service. For questions regarding commodity codes, please contact purchasing at (225) 389-3259 Ext 0.

Important! - A W-9 Form is required in order to do business with City-Parish. Part of the online enrollment process requires you to upload a completed W-9 form. Please have the completed form in an electronic format so that you can submit it as part of the registration process. The W-9 form can be downloaded from the IRS website. We have created step by step directions on how to properly complete the W-9 Form.

FEDERAL CLAUSES, IF APPLICABLE.

I. Remedies for Breach

Bidder acknowledges that contracts in excess of the simplified purchase threshold (\$150,000.00) shall contain provisions allowing for administrative, contractual, or legal remedies for contractor breaches of the contract terms, and shall provide for such remedial actions as appropriate.

II. Termination and Settlement

Bidder acknowledges that contracts in excess of \$10,000.00 shall contain termination provisions including the manner in which termination shall be effected and the basis for settlement. In addition, such provisions shall describe conditions for termination due to fault and for termination due to circumstances outside of the contractors' control.

III. Access to Records

Bidder acknowledges that all contracts (except those for less than the small purchase threshold) shall include provisions authorizing the recipient, US Funding Agency, the Comptroller General, or any of their duly authorized representatives access to all books, documents, papers, and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

IV. Equal Employment Opportunity

Bidder acknowledges that all contracts shall contain provisions requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11236 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Dept. of Labor.

V. Copeland "Anti-Kickback" Act

Bidder acknowledges that all construction/repair contracts and sub-grants in excess of \$2,000 shall include provisions requiring compliance with the Copeland "Anti-kickback" Act (18 U.S.C. §3141-3148), which provides that each contractor or sub-recipient shall be prohibited from inducing any person employed in the construction, completion, or repair of public work, to give up any part of the entitled.

VI. Davis-Bacon Act

Bidder acknowledges that all construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act, which requires contractors to pay laborers and mechanics wages at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors shall be required to pay wages not less than once a week.

VII. Contract Work Hours and Safety Standards Act

Bidder acknowledges that all construction contracts in excess of \$2,000, and all other contracts involving the employment of mechanics or laborers in excess of \$2,500 shall include provisions for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, which requires each contractor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours. Section 107 is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

VIII. Rights to Inventions Made Under a Contract or Agreement

Bidder acknowledges that contracts for the performance of experimental, developmental, or research work shall include provisions providing for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and the Small Business Firms under Governments Grants, Contracts, and Cooperative Agreements"

IX. Clean Air Act

Bidder acknowledges that the Clean Air Act (CAA) is the comprehensive federal law regulating air emissions from stationary and mobile sources. Among other things, this law authorizes EPA to establish National Ambient Air Quality Standards (NAAQS) to protect public health and public welfare and to regulate emissions of hazardous air pollutants

X. Clean Water Act.

The contractor hereby agrees to adhere to the provisions which require compliance with all applicable Standards, orders, or requirements issued under section 508 of the clean water act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of violating facilities

XI. Energy policy and conservation act

The contractor hereby recognizes the mandatory standards and policies relating to energy Efficiency which is contained in the state energy conservation plan issued in compliance with the energy policy and Conservation act (P.L. 94-163).

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

ADDITIONAL REQUIREMENTS FOR THIS BID

- The City-Parish, its officers, employees and agents, shall not be responsible for the negligent acts and omissions of the Contractor or the Contractor's officers, employees, agents or subcontractors, nor shall the Contractor or the Contractor's officers, employees or agents be responsible for the negligent acts or omissions of the City - Parish, its officers, employees and agents. Accordingly, Contractor shall indemnify and save City - Parish, its officers, employees and agents, harmless from any and all claims, suits and actions of any character, name or description brought for or on account of any injury or damage to any person or property arising out of the work performed by the Contractor and resulting from the negligence, commission or omission of any act by the Contractor, or Contractor's officers, employees, agents or subcontractors.
- If work is to be performed on site, contractor shall furnish proof of insurance as required in specifications.
- Payment terms for services will be **Net 30** days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.
- The City-Parish reserves the right to cancel this contract with thirty (30) days written notice.
- **Termination for Cause:** The City-Parish may terminate this Contract for default by giving the contractor written notice thereof, specifying with particularity each such default. After the first such notice of default, Contractor shall have ten (10) days after receipt of notice to cure or take reasonable steps to cure the default. If the contractor fails to cure or take reasonable steps to cure the default within such ten-day period, the City-Parish may declare this Contract, as appropriate, terminated. In the event of a second notice of default, whether for the same or a different infraction of contractual obligations, the contractor will be given five (5) days to cure the default. If a third notice of default should become necessary, the contract may be terminated upon notification of said default.
- **Termination for Convenience:** The City-Parish may terminate this Agreement at any time by giving thirty (30) days written notice.
- **Termination for Non-Appropriation Clause:** Should the Invitation to Bid result in a multi-year contract, a non-appropriation clause shall be made a part of the contract terms as required by state statutes, allowing the City-Parish to terminate the contract for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated.
- **Cybersecurity Training Requirement:** Contractor, including all principals, sub-contractors and employees who require access to City-Parish information technology assets, shall complete the cybersecurity training required by La. R.S. 42:1267 and furnish the City Parish proof of said completion prior to being granted access to said assets.
- **Force Majeure:** In case by reason of force majeure either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then except as otherwise expressly provided in this Agreement, if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligations of the party giving such notice (other than the obligations of the *[name of payer]* to make the payments required under the terms hereof, or to comply with Section *[number of section]* or *[number of section]* hereof), as far as they are affected by such force majeure, shall be suspended during the continuance of the inability then claimed which shall include a reasonable time for the removal of the effect thereof, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure," as employed herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of any kind of the Government of the United States or of the State or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrest, restraining of government and people, civil disturbances, explosions, partial or entire failure of utilities, shortages of labor, material, supplies or transportation, or any other similar or different cause not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of existing or impending strikes, lockouts, or other industrial disturbances shall be entirely within the discretion of the party having the difficulty and that the above requirements that any force majeure shall be reasonably beyond the control of the party and shall be remedied with all reasonable dispatch shall be deemed to be fulfilled even though such existing or impending strikes, lockouts, and other industrial disturbances may not be settled but could have been settled by acceding to the demands of the opposing person or persons.

ADDITIONAL REQUIREMENTS FOR THIS BID (continued)

- If the Company fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger the performance of this contract in accordance with its terms, and either of these two circumstances does cure such failure within a period of ten (10) days (or such longer period as the Parish may authorize in writing), after receipt of notice from the City specifying such failure; or
- Continuing non-performance of the Proposer in terms of specifications shall be a basis for the termination of the contract by the City. The City shall not pay for work, equipment or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This however, shall in no way be construed as negating the basis for termination for non-performance; or
- In the event the City terminates this Contract in whole or in part, as above provided, the City may procure, upon such terms and in such manner as the City may deem appropriate, items purchased similar to those terminated, and the Company shall be liable for any excess costs for such similar items, provided that the Company shall continue the performance of this contract to the extent not terminated under the provisions of this paragraph.
- Ethics: Vendors and service providers are responsible for adhering to the Louisiana Code of Governmental Ethics throughout the duration of this contract. As such, vendors and service providers shall be responsible for determining and ensuring that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded a contract with the City/Parish.

The City of Baton Rouge and Parish of East Baton Rouge, Purchasing Division, is offering teleconference and in-person attendance by vendors at public bid openings for bids published by our office.

Any vendor who would like to listen to the opening of this bid can access the following link, at the date and time of this bid opening:

Join by phone

+1-408-418-9388 United States Toll

Access code: 263 373 080 (followed by the # button)

Alternate numbers to call if number above is not available, which may occur due to network traffic (use the same Access Code, followed by the # button):

United States Toll (Boston) +1-617-315-0704

United States Toll (Chicago) +1-312-535-8110

United States Toll (Dallas) +1-469-210-7159

United States Toll (Denver) +1-720-650-7664

United States Toll (Jacksonville) +1-904-900-2303

United States Toll (Los Angeles) +1-213-306-3065

This link will provide you with live audio access to this bid opening. The link will be live at the noted bid opening time and date.

FEDERAL CLAUSES & US TREASURY REGULATIONS, IF APPLICABLE

FEDERAL TERMS AND CONDITIONS APPLICABLE FOR ALL CONTRACTS UTILIZING AMERICAN RESCUE PLAN ACT, STATE AND LOCAL FISCAL RECOVERY FUNDS.

1. **Termination for Cause or Convenience; Suspension.** CITY-PARISH may exercise any rights available under Louisiana law to terminate for cause upon the failure of the CONTRACTOR to comply with the terms and conditions of this AGREEMENT, provided that the CITY-PARISH shall give contractor written notice specifying contractor's failure and thirty (30) days to cure the defect. CITY-PARISH may terminate the AGREEMENT at its convenience at any time for any or no reason by giving thirty (30) days written notice to CONTRACTOR. Upon termination for cause or convenience, the CONTRACTOR shall be entitled to payment for deliverables in progress through the date of termination, to the extent work has been performed in accordance with the terms and/or conditions of this AGREEMENT or otherwise to the satisfaction of CITY-PARISH, as well as reasonable termination and demobilization costs. Should the CITY-PARISH find it necessary to suspend the work for lack of funding or other circumstances beyond its control, this may be done by thirty (30) days written notice given by CITY-PARISH to that effect. If the AGREEMENT is suspended for more than thirty (30) consecutive calendar days, the CONTRACTOR shall be compensated for services performed prior to the notice of suspension. In addition, when work under the AGREEMENT resumes, the CONTRACTOR's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the CONTRACTOR's services.
2. **Remedies.** If any work performed by the CONTRACTOR fails to meet the requirements of the AGREEMENT, the CITY-PARISH may in its sole discretion:
 - a. elect to have the CONTRACTOR re-perform or cause to be re-performed at the CONTRACTOR's sole expense, any of the work which failed to meet the requirements of the AGREEMENT;
 - b. hire another sub consultant to perform the work and deduct any additional costs incurred by CITY-PARISH as a result of substituting the Proposer from any amounts due to the CONTRACTOR; or
 - c. pursue and obtain any and all other available legal or equitable remedies.
3. **Equal Employment Opportunity.** During the performance of this contract, the CONTRACTOR agrees as follows:
 - a. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- c. The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.
- d. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, The CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. **Davis Bacon Act.** When required by federal program legislation or local program policies all prime construction contracts in excess of \$2,000.00 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148).

The CONTRACTOR agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as amended, with the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5•, 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards in so far as those acts apply to the performance of this contract. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The CONTRACTOR shall maintain documentation which demonstrates compliance with requirements of this part. Such documentation shall be made available to the City-Parish for review upon request.

5. **Compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** All contracts awarded by the non-Federal entity in excess of \$100,000.00 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Any contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (b), (1) through (4) below along with a clause requiring subcontractors to include these clauses in any lower tier subcontracts.

- a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
 - c. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
 - d. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
7. **Clean Water Act/ Federal Water Pollution Control Act.** Contracts and sub grants of amounts in excess of **\$150,000.00** must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of Environmental Protection Agency (EPA).

The CONTRACTOR hereby agrees to adhere to the provisions, which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

- a. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 et seq.
- b. If this contract is funded by federal dollars, The CONTRACTOR agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the CITY-PARISH, and the appropriate Environmental Protection Agency Regional Office.
- c. If this contract is funded by federal dollars, the CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

8. **Debarment & Suspension.** A contract award must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 C.F.R. 180. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into:

This certification is a material representation of fact relied upon by CITY-PARISH. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CITY-PARISH, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

The CONTRACTOR shall submit a Federal Debarment Certification to assure compliance with the aforementioned regulation.

9. **Byrd Anti-Lobbying Act.** Contractors that apply or bid for an award exceeding \$100,000.00 must file the required certification under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

The CONTRACTOR will be expected to comply with Federal statutes required in the Anti-Lobbying Act. Contractors who apply or bid for an award shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

10. **Procurement of Recovered Materials (2 C.F.R. 200.322).** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
11. **Surveillance Services or Equipment.** A non-Federal entity and sub recipients who procure telecommunications and video surveillance services or equipment by obligating or expending loan or grant funds must comply with the provisions of 2 C.F.R. §200.216.

Specifically, (a) recipients and sub recipients are prohibited from using grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115-232*, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under *Public Law 115-232*, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See *Public Law 115-232*, section 889 for additional information. (d) See also § 200.471.

12. **Domestic Preferences for Procurement.** As appropriate and to the extent consistent with law, the parties should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United [States](#) (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all [sub awards](#) including all [contracts](#) and purchase orders for work or products under this award.

For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

NOTE: THE FOLLOW TERMS APPLY SPECIFICALLY TO CONTRACTS AND PURCHASES MADE WITH OR IN CONJUNCTION WITH CORONAVIRUS STATE AND LOCAL RECOVERY FUNDS (SLFRF, OR FISCAL RECOVERY FUNDS):

**U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND
CONTRACTOR TERMS AND CONDITIONS**

Use of Funds.

- a. CONTRACTOR understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. CONTRACTOR will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, CONTRACTOR may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

Reporting. CONTRACTOR agrees to comply with any reporting obligations established by Treasury as they relate to this award.

Maintenance of and Access to Records.

- a. CONTRACTOR shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the CONTRACTOR in order to conduct audits or other investigations.
- c. Records shall be maintained by CONTRACTOR for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

Administrative Costs. CONTRACTOR may use funds provided under this award to cover both direct and indirect costs.

Cost Sharing. Cost sharing or matching funds are not required to be provided by CONTRACTOR.

Conflicts of Interest. CONTRACTOR understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. CONTRACTOR and SUBCONTRACTORS must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

Compliance with Applicable Law and Regulations.

- a. CONTRACTOR agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. CONTRACTOR also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and CONTRACTOR shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. **Federal regulations applicable to this award include, without limitation, the following:**

- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Sub award and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. CONTRACTOR Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. **Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:**
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Remedial Actions. In the event of CONTRACTOR's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

Hatch Act. CONTRACTOR agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

False Statements. CONTRACTOR understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of CONTRACTOR] by the U.S. Department of the Treasury."

Debts Owed the Federal Government.

- a. Any funds paid to CONTRACTOR (1) in excess of the amount to which CONTRACTOR is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by CONTRACTOR shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by CONTRACTOR. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the CONTRACTOR knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to CONTRACTOR or third persons for the actions of CONTRACTOR or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by CONTRACTOR does not in any way establish an agency relationship between the United States and CONTRACTOR.

Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, CONTRACTOR may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

- b. The list of persons and entities referenced in the paragraph above includes the following:
- i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of CONTRACTOR, contractor, or SUBCONTRACTOR who has the responsibility to investigate, discover, or address misconduct.
- c. CONTRACTOR shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), CONTRACTOR should encourage its employees and SUBCONTRACTORS to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), CONTRACTOR should encourage its employees and SUBCONTRACTORS to adopt and enforce policies that ban text messaging while driving, and CONTRACTOR should establish workplace safety policies to decrease accidents caused by distracted drivers.

WITNESSES:

CONTRACTOR

By: _____
(Authorized Signature, printed name)

Date: _____

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

INQUIRY PERIOD

An inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid documents and to submit any **written questions** relative thereto. *Without exception*, all questions **MUST** be in writing.

The City-Parish shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our departments. The City-Parish reasonably expects and requires *responsible and interested* bidders to conduct their in-depth review of the bid document and submit inquiries in a timely manner.

All inquiries shall be received by 5:00 p.m. **02-23-2023**.

INQUIRIES AND/OR QUESTIONS SHALL NOT BE ENTERTAINED THEREAFTER.

Inquiries are to be directed as follows:

Arvin F. Jones, Purchasing Analyst
City-Parish Purchasing Department
222 St. Louis Street, Room 826 (Hand Delivery)
Baton Rouge, LA 70802
or
P. O. Box 1471
Baton Rouge, LA 70821
or
Email: afjones@brla.gov.
or Fax (225) 389-4841

Exhibit “A” All items are to be bid per the attached specifications. Helmets shall meet or exceed NFPA 1971 Standard on Protective Ensemble for Structural Fire Fighting 2018 Edition (Pertaining to Structural Fire Helmets).

Item No.	Description	Est. Annual Usage	Unit of Measure	Unit Price	Unit Total
0001.	FIRE FIGHTING HELMETS PER THE ATTACHED SPECIFICATION DATED February 2023 GLOSSY WHITE Product Bid _____	300	EACH	\$_____	\$_____
0002.	FIRE FIGHTING HELMETS PER THE ATTACHED SPECIFICATION DATED February 2023 BLACK MATE Product Bid _____	300	EACH	\$_____	\$_____
0003.	Replacement 6” Leather front Product Bid _____	300	EACH	\$_____	\$_____
0004.	Replacement Leather brow pad Product Bid _____	300	EACH	\$_____	\$_____
0005.	Replacement Face shield Product Bid _____	300	EACH	\$_____	\$_____
0006.	Replacement Hardware Product Bid _____	300	EACH	\$_____	\$_____
0007.	Replacement retro-reflective trim Product Bid _____	300	EACH	\$ _____	\$ _____

Firefighting Boot for Baton Rouge Fire Department

Item No.	Description	Est. Annual Usage	Unit of Measure	Unit Price	Unit Total
0008.	FIRE FIGHTING BOOTS HAIX FIRE EAGLE AIR OR APPROVED EQUAL MEN SIZE 5 Product Bid _____	25	EACH	\$_____	\$_____
0009.	FIRE FIGHTING BOOTS HAIX FIRE EAGLE AIR OR APPROVED EQUAL MEN SIZE 5 1/2 Product Bid _____	25	EACH	\$_____	\$_____
0010.	FIRE FIGHTING BOOTS HAIX FIRE EAGLE AIR OR APPROVED EQUAL MEN SIZE 6 Product Bid _____	25	EACH	\$_____	\$_____
0011.	FIRE FIGHTING BOOTS HAIX FIRE EAGLE AIR OR APPROVED EQUAL MEN SIZE 6 1/2 Product Bid _____	25	EACH	\$_____	\$_____
0012.	FIRE FIGHTING BOOTS HAIX FIRE EAGLE AIR OR APPROVED EQUAL MEN SIZE 7 Product Bid _____	25	EACH	\$_____	\$_____
0013.	FIRE FIGHTING BOOTS HAIX FIRE EAGLE AIR OR APPROVED EQUAL MEN SIZE 7 1/2 Product Bid _____	25	EACH	\$_____	\$_____
0014.	FIRE FIGHTING BOOTS HAIX FIRE EAGLE AIR OR APPROVED EQUAL MEN SIZE 8 Product Bid _____	25	EACH	\$_____	\$_____
0015.	FIRE FIGHTING BOOTS HAIX FIRE EAGLE AIR OR APPROVED EQUAL MEN SIZE 8 1/2 Product Bid_____	25	EACH	\$_____	\$_____
0016.	FIRE FIGHTING BOOTS HAIX FIRE EAGLE AIR OR APPROVED EQUAL MEN SIZE 9 Product Bid_____	25	EACH	\$_____	\$_____

0017.	FIRE FIGHTING BOOTS HAIX FIRE EAGLE AIR OR APPROVED EQUAL MEN SIZE 9 1/2 Product Bid_____	25	EACH	\$_____	\$_____
0018.	FIRE FIGHTING BOOTS HAIX FIRE EAGLE AIR OR APPROVED EQUAL MEN SIZE 10 Product Bid_____	25	EACH	\$_____	\$_____
0019.	FIRE FIGHTING BOOTS HAIX FIRE EAGLE AIR OR APPROVED EQUAL MEN SIZE 10 1/2 Product Bid_____	25	EACH	\$_____	\$_____
0020.	FIRE FIGHTING BOOTS HAIX FIRE EAGLE AIR OR APPROVED EQUAL MEN SIZE 11 Product Bid_____	25	EACH	\$_____	\$_____
0021.	FIRE FIGHTING BOOTS HAIX FIRE EAGLE AIR OR APPROVED EQUAL MEN SIZE 11 1/2 Product Bid_____	25	EACH	\$ _____	\$ _____
0022.	FIRE FIGHTING BOOTS HAIX FIRE EAGLE AIR OR APPROVED EQUAL MEN SIZE 12 Product Bid _____	25	EACH	\$_____	\$_____
0023.	FIRE FIGHTING BOOTS HAIX FIRE EAGLE AIR OR APPROVED EQUAL MEN SIZE 12 1/2 Product Bid _____	25	EACH	\$_____	\$_____
0024.	FIRE FIGHTING BOOTS HAIX FIRE EAGLE AIR OR APPROVED EQUAL MEN SIZE 13 Product Bid _____	25	EACH	\$_____	\$_____
0025.	FIRE FIGHTING BOOTS HAIX FIRE EAGLE AIR OR APPROVED EQUAL MEN SIZE 13 1/2 Product Bid _____	25	EACH	\$_____	\$_____
0026.	FIRE FIGHTING BOOTS HAIX FIRE EAGLE AIR OR APPROVED EQUAL MEN SIZE 14 Product Bid _____	25	EACH	\$_____	\$_____

0027.	FIRE FIGHTING BOOTS HAIX FIRE EAGLE AIR OR APPROVED EQUAL MEN SIZE 14 1/2 Product Bid _____	25	EACH	\$_____	\$_____
0028.	FIRE FIGHTING BOOTS HAIX FIRE EAGLE AIR OR APPROVED EQUAL MEN SIZE 15 Product Bid _____	25	EACH	\$_____	\$_____
0029.	FIRE FIGHTING BOOTS HAIX FIRE EAGLE AIR OR APPROVED EQUAL MEN SIZE 15 1/2 Product Bid _____	25	EACH	\$_____	\$_____
0030.	FIRE FIGHTING BOOTS HAIX FIRE EAGLE AIR OR APPROVED EQUAL MEN SIZE 16 Product Bid _____	25	EACH	\$_____	\$_____
0031.	FIRE FIGHTING BOOTS HAIX FIRE EAGLE AIR OR APPROVED EQUAL MEN SIZE 16 1/2 Product Bid _____	25	EACH	\$_____	\$_____
FIRE FIGHTING BOOTS HAIX FIRE EAGLE AIR OR APPROVED EQUAL WOMEN SIZES					
0032.	FIRE FIGHTING BOOTS HAIX FIRE EAGLE AIR OR APPROVED EQUAL WOMEN SIZE 5 Product Bid _____	10	EACH	\$_____	\$_____
0033.	FIRE FIGHTING BOOTS HAIX FIRE EAGLE AIR OR APPROVED EQUAL WOMEN SIZE 5 1/2 Product Bid _____	10	EACH	\$_____	\$_____
0034.	FIRE FIGHTING BOOTS HAIX FIRE EAGLE AIR OR APPROVED EQUAL WOMEN SIZE 6 Product Bid _____	10	EACH	\$_____	\$_____
0035.	FIRE FIGHTING BOOTS HAIX FIRE EAGLE AIR OR APPROVED EQUAL WOMEN SIZE 6 1/2 Product Bid _____	10	EACH	\$_____	\$_____

0036.	FIRE FIGHTING BOOTS HAIX FIRE EAGLE AIR OR APPROVED EQUAL WOMEN SIZE 7 Product Bid _____	10	EACH	\$_____	\$_____
0037.	FIRE FIGHTING BOOTS HAIX FIRE EAGLE AIR OR APPROVED EQUAL WOMEN SIZE 7 1/2 Product Bid _____	10	EACH	\$_____	\$_____
0038.	FIRE FIGHTING BOOTS HAIX FIRE EAGLE AIR OR APPROVED EQUAL WOMEN SIZE 8 Product Bid _____	10	EACH	\$_____	\$_____
0039.	FIRE FIGHTING BOOTS HAIX FIRE EAGLE AIR OR APPROVED EQUAL WOMEN SIZE 8 1/2 Product Bid _____	10	EACH	\$_____	\$_____
0040.	FIRE FIGHTING BOOTS HAIX FIRE EAGLE AIR OR APPROVED EQUAL WOMEN SIZE 9 Product Bid _____	10	EACH	\$ _____	\$ _____
0041.	FIRE FIGHTING BOOTS HAIX FIRE EAGLE AIR OR APPROVED EQUAL WOMEN SIZE 9 1/2 Product Bid _____	10	EACH	\$_____	\$_____
0042.	FIRE FIGHTING BOOTS HAIX FIRE EAGLE AIR OR APPROVED EQUAL WOMEN SIZE 10 Product Bid _____	10	EACH	\$_____	\$_____
0043.	FIRE FIGHTING BOOTS HAIX FIRE EAGLE AIR OR APPROVED EQUAL WOMEN SIZE 10 1/2 Product Bid _____	10	EACH	\$_____	\$_____
0044.	FIRE FIGHTING BOOTS HAIX FIRE EAGLE AIR OR APPROVED EQUAL WOMEN SIZE 11 Product Bid _____	10	EACH	\$_____	\$_____

0045.	FIRE FIGHTING BOOTS HAIX FIRE EAGLE AIR OR APPROVED EQUAL WOMEN SIZE 11 1/2 Product Bid _____	10	EACH	\$_____	\$_____
0046.	FIRE FIGHTING BOOTS HAIX FIRE EAGLE AIR OR APPROVED EQUAL WOMEN SIZE 12 Product Bid _____	10	EACH	\$_____	\$_____
0047.	FIRE FIGHTING BOOTS HAIX FIRE EAGLE AIR OR APPROVED EQUAL WOMEN SIZE 12 1/2 Product Bid _____	10	EACH	\$ _____	\$ _____

City of Baton Rouge
Parish of East Baton Rouge
Purchasing Division

Specifications:

The brand and model used in this specification is used only to denote the general style, type, character and quality standard of the supplies requested. Please note the brand and model that you are bidding in the designated spaces provided. If bidding other than specified, sufficient information should be enclosed with the bid to in order to determine quality, suitability, compatibility and compliance with the specifications.

Specification for
Fire Fighting Helmets
February , 2023

The brand and model used in this specification is used only to denote the general style, type, character and quality standard of the supplies requested. Please note the brand and model that you are bidding in the designated spaces provided. If bidding other than specified, sufficient information should be enclosed with the bid to in order to determine quality, suitability, compatibility and compliance with the specifications.

GENERAL: The intent of this proposal is to provide for the purchase and delivery of Traditional Structural Fire Fighting Helmets comparable to Bullard USTM Traditional Style Structural firefighting Helmet or approved equal as specified below. If bidding an equivalent, bidders should enclose with their bid two (2) copies of detailed manufacturers specifications on the product being bid including a complete list of any deviations from the specifications as listed below. The evaluation of the product offered and the determination of the lowest responsive and responsible bidder will be the sole responsibility of the Purchasing Division after consultation with the using agency. The bidder will be allowed (7) seven days to submit proper specification documents on equivalent items.

The traditional style helmet shall be specifically designed and constructed for structural firefighting and rescue activities. Helmets are to protect the firefighter from head and neck injuries related to structural firefighting activities.

New uniforms as specified below must be furnished for all existing employees and as needed for additional employees.

DELIVERY MUST BE MADE WITHIN 14 DAYS AFTER RECEIPT OF ORDER.

Any remaining quantity ordered will be for new employees and/or replacements.

- Helmets shall meet or exceed NFPA 1971 Standard on Protective Ensemble for Structural Fire Fighting 2018 Edition (Pertaining to Structural Fire Helmets).

This bid shall be awarded ALL or NONE!

MINIMUM SPECIFICATIONS DESCRIPTIONS. ATTACH DEVIATION NOTES TO PROPOSAL.	MEET SPECIFICATIONS	
As a minimum (any non-compliance must be marked "NO") <i>Fire Fighting Helmets shall</i> meet the specifications established for the requirement for the Fire Fighter Personnel.	YES	NO
Specifications for Helmets:		
All helmets, parts, and components shall be manufactured in the United States		
A sample helmet meeting the requirements of this specification shall be supplied for inspection and verification of compliance by each manufacturer whose distributor is submitting a bid at the City request.		
Only one helmet per manufacture is required. Upon request the helmet must be received to the Purchasing Division, Attn: Arvin Jones, 222 St. Louis St. RM 826, Baton Rouge, LA 70802, seven (7) days after request has been made or the bid shall be deemed as non-responsive.		
Physical Configuration:		
The basic helmet shall be a flared, rear-brim design with a length of 15-5/8", a width of 12-1/4" (at the face shield hardware) and a height of 7"		
Shell:		
The helmet shell shall be of Traditional style with 4 primary and 4 secondary ribs bisecting the dome.		
The shell shall be comprised of a composite fiberglass with a thermoset resin.		
Color pigment shall be added to the resin as part of the manufacturing process that molds the helmet.		
The shell on black helmets shall be a non-glossy Matte style finish or approved equal.		
White helmets may contain matching paint with a gloss finish and applied to the outer/inner shell of the helmet.		
The edge of the composite shell shall have an aluminum reinforced; elastomeric edge beading that is secured at the rear of the brim by a stainless steel clip and D-ring fastened by a stainless steel rivet.		
The edge beading shall not melt, drip or ignite when tested to NFPA 1971-2018 Section 5-1.7.4 Heat Resistance requirements.		
A stamped (silk screen not acceptable), embossed, brass sheet front shall be provided in the form of an eagle to be attached by two solid brass bolts and nuts.		
The beak of the eagle shall be formed to hold the top of a leather identification shield.		
Two brass, support arms shall fork and extend downward from the eagle head 3-1/2" from the tip of the eagle beak to form the lower supports for attachment of the leather identification shield.		
An arched, brass bar shall be attached to the two lower support arms of the eagle to form a cross bar support.		
An 8-32 threaded hole shall be provided at the lower support arms of the eagle to accept the two brass screws which hold both the cross bar support and the leather identification shield.		
Leather Front:		
Leather fronts shall be 6". Colors will be black, white, and red with red lettering, silver background with Baton Rouge at top and rank on bottom.		
The center shall be stamped with rank symbol. The quantity and rank of each color will be provided upon award		
Impact Liner System:		

The impact liner shall consist of a urethane foam liner glued to a black high-heat resistant inner shell with a heat deflection temperature > 220° F @ 264 psi.		
The urethane foam liner shall be formed without the use of CFCs to eliminate the potential for additional expansion when subjected to heat during actual use.		
MINIMUM SPECIFICATIONS DESCRIPTIONS. ATTACH DEVIATION NOTES TO PROPOSAL.	MEET SPECIFICATIONS	
As a minimum (any non-compliance must be marked "NO") <i>Fire Fighting Helmets shall</i> meet the specifications established for the requirement for the Fire Fighter Personnel.	YES	NO
Impact Liner System:		
The black inner shell shall have four 1" x 3" pieces of adhesive-backed Velcro® hook material attached, two to each side, to secure the ear/neck protector at the sides of the inner shell.		
Impact cap shall not break-away.		
Crown Strap Suspension System		
The crown strap suspension system shall be three 3/4" nylon web straps attached to six nylon keys.		
The keys shall be locked into the lip of the inner shell against the urethane impact liner.		
Ratchet Headband:		
The ratchet portion of the headband shall have a ratchet height adjuster located at the rear of the headband, inside of the inner shell, to permit the ratchet to be positioned for comfort on the nape of the firefighter's head.		
The ratchet must be built by the helmet manufacturer and not a third party.		
This ratchet height adjuster shall permit at least 1" of travel by means of three height adjustment keys for proper fit.		
This independent adjustment component shall have a 3/4" piece of adhesive backed Velcro hook material attached at the center rear of this component to secure the rear portion of the ear/neck protector.		
Brow Pad:		
The headband shall be supplied with a fire retardant leather brow pad, backed with foam cushion padding material at the forehead that is removable for laundering and replacement.		
Attachment to the headband with stitching will not be permitted.		
Chinstrap:		
The chinstrap shall be two pieces of 3/4" black Nomex® or approved equal webbing with a super tough nylon quick release buckle and a chrome-plated postman's slide fastener.		
The male side of the quick-release buckle shall be anchored to the right side of the outer shell with a dielectric anchor block secured to the face shield mounting bracket with two stainless steel screws and two stainless steel acorn nuts.		
The long portion of the chinstrap with the female side of the quick-release buckle and the postman's slide fastener shall be attached to the left side of the outer shell in the same manner.		
Chinstrap length shall be at least 24" when measured from one anchor block to the opposite anchor block, when the chinstrap is connected and fully extended.		
Ear / Neck Protector:		
The ear/neck protector shall consist of a 6 oz. rip-stop Nomex or approved equal outer shell backed with two layers of FR cotton flannel for comfort and protection.		
A 1" strip of Velcro loop material shall be stitched in one continuous band across the top of the outer shell of the ear/neck protector for attachment to the inner shell.		
The ear/neck protector shall have the following minimum coverage to the sides and rear of the helmet brim:		
1. 6" from the sides of the helmet brim at the chinstrap		
2. 6-1/2" from the center rear of the helmet brim.		

MINIMUM SPECIFICATIONS DESCRIPTIONS. ATTACH DEVIATION NOTES TO PROPOSAL.		MEET SPECIFICATIONS	
		YES	NO
As a minimum (any non-compliance must be marked "NO") <i>Fire Fighting Helmets shall</i> meet the specifications established for the requirement for the Fire Fighter Personnel.			
Face Shield:			
The face shield shall be a hard-coated PPC material 4" x 15" that is molded in the formed position and designed to fit the contour of the helmet brim.			
The face shield shall be certified to meet the optic requirements of ANSI Z87.1-2003 Standard for Eye and Face Protection.			
This certification shall be in addition to compliance with NFPA 1971-2013 requirements for heat and impact performance.			
When mounted, the face shield shall permit a minimum retract ability of 90° in the stowed position.			
The face shield shall be mounted to the brim of the outer shell by a glass-reinforced, flame resistant, nylon hand wheel/stainless steel threaded stud attached to a brass T-nut which is supported by an aluminum washer and mounting bracket.			
The face shield hardware shall be tested to NFPA 1971-2007-2013 Section 5-2.5 Flame Resistance Test. The mounting bracket shall be secured to the brim of the outer shell by the chinstrap screws and acorn nuts.			
A thermoplastic spacer washer shall be used to bridge the mounting bracket adjoining the edge beading.			
Retro-reflective Trim			
The outer shell should have eight (8) pentagon-shaped, fluorescent, retro-reflective markings equidistantly located around the circumference of the dome.			
The reflective materials shall be glass bead based to maximize the resistance to heat exposure experienced in firefighting.			
Shall not be Vinyl based reflective materials.			
Color as follows:			
red with a 1" silver strip red			
lime with a 1" silver strip; and lime.			
The quantity and designated markings for firefighter, operator and officer will be provided upon award.			
Warranty			
The manufacturer shall warrant the helmet (excluding face shield) free of defects in material and workmanship, under normal use and service, for a period of two years from the date of manufacture.			
The outer shell shall be warranted for five years.			

ATTACH DEVIATIONS:

MINIMUM SPECIFICATIONS DESCRIPTIONS. ATTACH DEVIATION NOTES TO PROPOSAL.	MEET SPECIFICATIONS	
As a minimum (any non-compliance must be marked “NO”) Fire Fighting Boots shall meet the specifications established for the requirement for the Fire Fighter Personnel.	YES	NO
Specifications for Boots:		
Item Haix Fire Eagle Air or equivalent: Model Numbers 507502 Men’s, 507503 Women.		
Men 5-16, including half sizes		
Women 5-12, including half sizes		
Widths: Narrow, Medium, Wide		
Leg Height: 11 inch inside Height, 14 inch outside height from floor		
MATERIALS:		
Upper Hydrophobic, full grain bullhide, breathable, color black. Thickness: 0.08 - 0.09 inches (2.0 – 2.2 mm), Tested to be hydrophobic for a minimum of 120 minutes (dynamic test in the Penetrometer). Free of PCP, AZO dyes and Chromium-VI.		
Shaft Closure (casing, top band, and ankle flexor area, bending area) Hydrophobic casing leather, breathable, color black. Thickness: 0.05 – 0.06 inches (1.3 - 1.5 mm), Tested to be hydrophobic for a minimum of 120 minutes (dynamic test in the Penetrometer). Free of PCP, AZO dyes and Chromium-VI. The casing is up to approx. 3.5 inches (90 mm) high.		
Casing lining Hydrophobic casing leather, breathable, color black. Thickness: 0.04 – 0.05 inches (1.1 - 1.3 mm), Tested to be hydrophobic for a minimum of 120 minutes (dynamic test in the Penetrometer). Free of PCP, AZO dyes and Chromium-VI. The casing lining is approx. 1.1 inch (30 mm) high.		
Shin protection Memory foam between shaft and lining, Thickness: 0.31 inches (8 mm) thick.		
Ankle protection Combination of molded rubber protector with thickness of 0.12 inches (3 mm), upper leather, and memory foam inside.		
Pull-on loop Two large pull-on loops at both sides made from upper leather, strengthened with textile strip.		
Padding Soft, reticulated, breathable foams, Various densities, various thicknesses: 0.28 – 0.31 inches (7 mm – 8 mm)		
Lining 4 layer waterproof laminate with permanently welded seams, abrasion resistance, and nonwoven. 1st layer Face fabric: Thermobonded nonwoven 100% PA. 2nd layer Middle layer: Nonwoven 100% PES. 3rd layer Functional layer: Bicomponent membrane based on ePTFE. 4th layer Backing fabric: Warp knit monofilament 100% PA Abrasion Resistance acc. to SATRA TM 31A or EN ISO 12947-2/ EN ISO 20344 ff.: Dry: ≥ 1,000,000 movements Wet: ≥ 200,000 movements		
Inside back strap / heel grip Combination of heel strap leather, color black, Thickness: 0.04 – 0.05 inch (1.1 – 1.3 mm), and highly abrasion resistant non-woven material, color grey, Thickness: 0.05 – 0.05 inch (1.1 – 1.3 mm).		
Threads NOMEX® threads, with a minimum dimension of Nm 45/4, water repellent, colour black.		
Insole Moisture-absorbing insole with steel joint made from polyester non-woven, 0.1 inch (2.5 mm) thick.		
Ladder Shank Thickness: 0.055 inches, (1.4 mm), Width: 0.98 inches (25 mm) stainless, 3 ruffles, deflection at 400 lb (182 kg) acc. NFPA 1971-2018 not more than 1/4 inch (6 mm)		
insert/ footbed 2-piece inlay sole (heel shell part and basis), anatomically formed, very good damping, and exchangeable, and washable at 86°F. The separate heel shape has		

“Airflow channels” and provides good cushioning and foot insertion.		
Heel Counter Made of fibrous leather board, matching to the firefighting last, Thickness: 0.11 – 0.12 inch (2.8 – 3.0 mm)		
Boot Jack (heel Part) Made of thermoplastic polyurethane, moldings with ribs for better foot pull out Thickness: 0.07 – 0.24 inch (1.8 – 6.2 mm)		
Protective toe cap Composite/ plastic toe cap, with synthetic padding strip at the edge, Type: “HX XR”		
Outsole Fuel-oil resistant, non-slip and non-chalky, electrical shock resistant and heat resistant rubber shell sole, contains PU damping wedge with puncture resistant stainless steel insert, self-cleaning.		
Technical information		
Upper leather with sun reflecting properties		
The leather has a reflection rate of over 65 % at a test wavelength of 980 nm, tested with calibrated test equipment.		
Outsole		
Toe spring of approx. 0.59 inches (15 mm)		
Heel spring of approx. 0.50 inches (12 mm)		
Main tread depth minimum 0.22 inches (5.5 mm)		
Profile height in the waist area: 0.10 inches (2.5 mm)		
Stable, non-slipping sole edge for uneven terrain and for high lateral stability		
Self-cleaning effect of profile due to cone-shaped profile grooves		
Wear resistant rubber quality with excellent anti-slip properties		
Yellow color integrated into parts of the sole profile for better passive safety and better visibility in poor visibility conditions.		
HAIX® Protective sole - Steel mid sole or approved equal.		
Thickness \geq 0.02 inches (0.5 mm)		
Stainless, corrosion-resistant Puncture resistance acc. to NFPA 1971-2018 \geq 1212 N (272 lbf)		
Flex cracking resistance acc. to ASTM F2413-18 and CSA Z195-14 \geq 1,500,000 flexes.		
Slip-out help (Boot Jack)		
Integrated Boot Jack		
HAIX® AF System (HAIX® Ankle Flex System) or approved equal.		
The heel may not (or only at a minimum) move up and down inside the boot (“slipping” in the boot).		
Heel and instep bend		
Pull-on loops		
leather straps on both sides of the boots		
At least 1 inch (25 mm) broad having a length of approx. 10 inches (25 cm).		
Reflective strip		
Yellow reflective ankle strip on the outside above the outsole		
Width: up to 1.38 inches		
HAIX® Composite Toe Protection Cap		
Composite toe cap acc. to ASTM F2413-18, 5.1, 5.2 and CSA-Z195-14, 4.2		
Inlay sole (Insert)		
the insert base is made of PUR-foam, laminated with Polyester, an abrasion resistant upper material has to withstand more than 100.000 scrubbing tours at the minimum (Martindale) without scrubbing through		
The inlay is washable at 86°F (30 °C).		
Climate System		

At the top of the upper leg height, there are at least 13 ventilation holes		
Inner lining glued to upper only periodically to prevent detachment and allow full breathability of the leather		
Arch Support System		
Supports the natural curvature of the foot and keeps the foot in the best position for optimal foot health.		
Absorption		
Shock absorption with cushioning wedge which is built in into the sole.		
Extended Wear Program		
Out of warranty footwear can be refurbished with original factory parts through an extended wear package.		
Includes any necessary replacement or repair of stitching, profiled rubber toe caps, insoles, and retreading of soles.		
owners also have the option of a sole retread only or a toe cap replacement only		
Quality Assurance- Assurance Marking		
Every shoe is equipped with a durable, long lasting, and legible label containing company specific data as serial number, size, and production site		
Each shoe has a unique code number which permits tracking of the shoes in the production company and with consumers.		
Waterproof quality		
The welding seam must withstand a test pressure of 1 bar for at least 5 minutes.		
The test result is available upon demand		
Over a period of 300,000 flexing cycles (approx. 80 hours) the shoe should not take on any water.		
On prior agreement and on demand, technically adequate testing procedures (e.g. centrifuge) are also able to be used due to production organizational reasons.		
Certification by Underwriter's Laboratories, Inc.		
Certificate Number: SA 12414 • NFPA 1971-2018, Standard for Protective Ensembles for Structural Fire Fighting		
NFPA 1990-2022, Standard for Protective Ensembles for Hazardous Materials and CBRN Operations		
ASTM F2413-18, Standard Specification for Protective Footwear – Impact Class I, Compression Class C – Puncture Resistance PR – Electric Hazard Resistance EH		
CSA-Z195-2014, Standard for Protective Footwear, Grade 1 – Electric Shock Resistance Ω		
Technical details Gore-tex crosstech Ms ultimate-lining		
Construction Face fabric Material: Thermobonded nonwoven 100 % PA Middle layer: Functional nonwoven 100% PES Functional layer: Bicomponent membrane based on ePTFE or at least similar Backing fabric: Warp knit 100% PA Colour BLUE Forbidden substances: Compliance to OEKO-Tex® Standard 100, Product Class II Weight [g/m²] 410 ± 30 DIN EN 12127 Thickness [mm] 1.6 ± 0.3 DIN EN ISO 5084 Martindale abrasion resistance face [cycles] [cycles] Dry: ≥ 1,000,000 Wet: ≥ 200,000 SATRA TM 31A, EN ISO 20344, 6.12, Martindale abrasion resistance backer knit [cycles] back Wet: ≥ 50,000 Perspiration fastness Grey scale ≥ 3 - 4 DIN EN ISO 105-E04 Rub fastness Grey scale ≥ 3 - 4 DIN EN ISO 105-X12 Chemical penetration resistance No penetration ASTM F 903 ISO 13994 Viral penetration resistance No penetration ASTM F 1671; ISO 16604 Thermal insulation Rct [10-³m²K/W] ≥ 25 / ≤ 60 DIN EN ISO 11092 Vapour permeability Ret [m²Pa/W] ≤ 28 DIN EN ISO 11092 Resistance to water penetration [mbar] 5,000 DIN EN 20811		

ATTACH DEVIATIONS:

**BIDDER'S ORGANIZATION
BIDDER IS:**

AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

_____ Fax No.: _____

A LIMITED LIABILITY COMPANY

Company Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

A CORPORATION

IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION SHOULD BE SUBMITTED WITH BID

Corporation Name: _____

Address: _____

State of Incorporation: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

IF BID IS BY A JOINT VENTURE, ALL PARTIES TO THE BID SHOULD COMPLETE THIS FORM

CORPORATE RESOLUTION

A meeting of the Board of Directors of _____ a corporation organized under the laws of the State of _____ and domiciled in _____ was held this ____ day of _____, 20____ and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by said quorum:

BE IT RESOLVED, that _____ is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the City of Baton Rouge, and Parish of East Baton Rouge.

BE IT FURTHER RESOLVED, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Purchasing Director of the Parish of East Baton Rouge, shall have been furnished a copy of said resolution, duly certified.

I, _____, hereby certify that I am the Secretary of _____, a corporation created under the laws of the State of _____ domiciled in _____; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the ____ day of _____, 20____, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This ____ day of _____, 20____.

SECRETARY

AGREEMENT

THIS AGREEMENT, made and entered into at Baton Rouge, Louisiana, effective this 01 day of April 01, 2023, by and between the City of Baton Rouge and Parish of East Baton Rouge (hereinafter called "Owner") and _____ (hereinafter called "Contractor").

The Contractor shall perform all work required by the Contract Documents for the following services:

Annual Contract Number: **A23-0606 “FIREFIGHTING HELMET”**.

Contract Period April 01, 2023 through March 31, 2023

1. The following Contract Documents are all hereby made a part of this Agreement to the same extent as if incorporated herein in full:
 - A. The Contractor's Proposal with all attachments.
 - B. The Specifications and
 - C. The following enumerated addenda: _____
 - D. FEDERAL CLAUSES & US TREASURY REGULATIONS
2. No amendment to this Contract shall be made except upon the written consent of the parties.
3. Insurance and Indemnity requirements shall conform to those stated in the specifications.
4. Contractor shall be paid an amount based on the following:

Unit prices will be included and attached at award of contract in an EXHIBIT A
5. RIGHT TO AUDIT: The contractor shall permit the authorized representative of the City-Parish to Periodically inspect and audit all data and records of the Contractor relating to his performance under this contract.
6. Payment terms for services will be Net 30 days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

WITNESS:

CITY OF BATON ROUGE

AND PARISH OF EAST BATON ROUGE

Owner

By _____
Kris R. Goranson, Purchasing Director

CONTRACTOR

WITNESS:

By _____

(Typed Name and Title)